566324 MINUTES

Pages: 16

STATE OF MONTANA LAKE COUNTY

RECORDED: 11/13/2018 8:26 KOI: MINUTES

PAULA A HOLLE CLERK AND RECORDER

FEE: \$112.00

BY Janet Mun dep

# POLSON RURAL FIRE DISTRICT BOARD MEETING MINUTES

TO:

Fairgrounds Fire Station No. 1

**September 12, 2018** 

6:10 p.m.

Notice: All meetings for the Polson Rural Fire District Board of Trustees are recorded.

Board trustees present: Fred Nelson, John Doty, Dick Wunderlich, R. Jack Clapp.

Board trustee absent: Ron Roberts - excused.

Staff: Fire Chief Gordon R. Gieser, Secretary/Treasurer Bonnie M. Manicke.

Guests/Visitors: Kelly Gieser, Leanna Fillman, Matt Dougherty.

<u>Call to Order</u> {00:13} – Chair Nelson opened the meeting with the Pledge of Allegiance.

Minutes August 8, 2018 Monthly Meeting {01:04} — Trustee Wunderlich motion to approve August 8, 2018 minutes. Trustee Doty second. Public comment: None. Motion passed unanimously by voice vote.

Minutes August 21, 2018 Public Hearing FY 2018-2019 Proposed Budget

& Special Meeting {01:52} -

Trustee Wunderlich motion to approve August 21, 2018 minutes. Trustee Clapp second. Public comment: None. Motion passed unanimously by voice vote.

**Communications** {02:17} – None.

Review and Approve Claims {02:25} — Trustee Clapp advised Steel Smith Tank & Equipment invoice \$249.78 requires a transfer of funds from fund #7246 Capital Improvement Fund to Fund #7245 Operating Fund to install tank on unit #310 freightliner. Expenditures for the freightliner are coded as line item #956. Bonnie plans to advise Lake County Finance Officer Scott Beggs quarterly to transfer funds. Trustee Doty motion to pay bills. Trustee Clapp second. Trustee Wunderlich noted the operating fund has a \$26,000 cash reserve for expenditures July to October prior to November real property tax collections. Public comment: None. Motion passed unanimously by voice vote.

TREASURY REPORT FOR MONTH ENDING AUGUST 31, 2018 {05:31} — The report is preliminary. The Lake County Treasurer month end reports are not available. Fund #7245 update to include August claims paid September 12. Fund #7243, #7244, #7246 reflect the July balance. No revenue is posted.

FUND#	7245 Operating Fund	39,076.40
FUND#	7244 Voted Levy (5 mills with sunset)	50,266.59
	7246 Capital Improvement Fund \$	
FUND#	7243 Voted Levy Operating Fund	8 47

Check numbers 6944 - 6965, both inclusive issued 9/12/18

\$ 12,562.02

Represents August, 2018 claims Approved September 12, 2018

Public Safety:

Fire Chief payroll August 3, 17, 31, 2018 (gross) \$4,384.62 Employer expense match SS & Medicare \$335.43 Quick books processing fee \$5.25

A1-101 deposit -

Fund #7245

Deposit to Fund #7245 Operating Fund:

08/23/18 Receipt #A101 108912

Wirecard-Direct TV refund

29.86

08/23/18 Receipt #A101 108913

Lake County – Reimburse Direct TV

424.87

Annual reimbursement

The refund \$29.86 and reimbursement \$424.87 checks were issued to Polson Rural Fire District in error. The checks should be issued to Polson Rural Fire Membership. Jane Clapp, membership treasurer will provide a claim and the district will issue a check in the amount of \$454.73 payable to Polson Rural Fire Membership. The paper trail will provide proper accounting procedure. **Trustee Clapp motion to approve treasury report. Trustee Wunderlich second.** Public comment: None. **Motion passed unanimously by voice vote.** Chair Nelson thanked Bonnie for the report.

# **CHIEF'S REPORT** {9:30} — Chief Gieser reported 13 calls for the 30 day operational period. Response:

- 1). Vehicle vs. deer Back Road & Overlook Drive; 2). Vehicle accident 31757 Meadow Road;
- 3). Vehicle accident Hwy 93 & Irvine Flats; 4). 2 vehicle accident mm 2 Kerr Dam Road with heavy extrication required; 5). Vehicle leaking fuel Hwy 93 & North Reservoir Road; 6). Fire alarm 30997 Stone Quarry Road; 7). 3 vehicle accident Hwy 93 & Sunny Slope Drive; 8). Wheat field fire Minesinger Trail; 9). Fire alarm 31274 Grinde Bay Lane; 10). Fire alarm 36094 Memory Lane; 11). Fire Alarm 39566 County Facilities Lane; 12). Car vs deer Hwy 93 & Early Dawn; 13) 3 car accident MM 1 Hwy 35.

# Administration:

Install Knox lock at Polson Shooters gun ranges and send invoice.

Informal meeting with WGM Group (Namchak Retreat Ranch). Requesting information regarding fire response and fire district identification. Update infrastructure two productive wells with storage tank and mains with hydrants.

WT-319 to Garden Creek fire to support division of fire with Deputy Chief Clapp.

Complete VFCA certificate retirement forms.

Work Comp spreadsheet to accountant.

Work Comp on call injury first report insect bite with allergic reaction.

WT-319 to Rattle Snake Gulch Fire.

### Repair & Maintenance:

Load Wt-310 for transport and deliver unit to Montana state prison for cab & chassis paint. Chief Gieser utilized Lake County flatbed to transport the unit.

WT-319 adjust front and rear pump packing, rekit passenger side rear 2 1/2 discharge valve, clean manual pump shift rods.

WT-308 change interior cabin filter.

PayneWest Insurance accident and sickness policy renewal effective September 11, 2018 was received late for the claim process. The claim was processed for payment. Chair Nelson suggested Chief Gieser contact PayneWest regarding a timely process to submit claims. Chair Nelson thanked Chief Gieser for the report.

**MEMBERSHIP REPORT** {15:58} - Report unavailable.

## **Old Business:**

**UPDATE STATION No. 4 LAND LEASE AGREEMENT & SITE PREPARATION (16:47) –** Chair Nelson introduced the agenda item. Lake County Land Use Lease #08-02 with the Polson Rural Fire District approximate a two (2) acre parcel known as the former Knife River Pit. The lease is in effect up to and including June 30, 2028 with an automatic extension for an additional ten years. The annual rental is no dollars for the first ten years. Storage of vehicles excluding district vehicles is not permissible. The described property is 200 ft. by 400 ft. on Caffrey Road with an 80 ft. easement. Knife River and Lake County are in agreement for preparing the building site. The district is responsible for constructing a fence. Trustee Doty indicated a \$1,000,000 liability is in force on all buildings. Lake County Land Use Lease #08-02 with the Polson Rural Fire District approximate a one (1) acre parcel known as Polson Fairgrounds. The described property is approximately 200 ft. by 200 ft. in the very Northeast of County property known as Polson Fairgrounds, containing building and parking area. The lease is in effect up to and including June 30, 2028 with an automatic extension for an additional ten years. The annual rental is no dollars for the first ten years. Storage of vehicles excluding district vehicles is not permissible. Trustee Clapp motion approve Land Use Leases as set forth by Lake County. Trustee Wunderlich second. Motion unanimously passed by voice vote. {Copy of Lease #08-02 1 acre and Lease #08-02 2 acres attached to minutes \}.

**UPDATE STATION No. 4 BUILDING PLAN** {23:00} – Chief Gieser sent technical drawings to the board. Lake County Deputy Attorney Wally Congdon may have a RFP (request for proposals) template for the building design. The plan is to move forward with a RFP, advertise and formulate a pre bid meeting with the interested bidders. With the lease document in place, the board needs to proceed with a building plan. Chair Nelson suggested the request for cost estimates provided by contractors reviewed by Trustee Clapp. Additional requests of bidders to include bid bond for ten percent of the project, performance bond for the full amount of the project, exclusive quote for pre-engineered metal building, site visit of metal buildings constructed in the area, and completion date with a penalty clause. The successful bidder will obtain all necessary permits. A cistern and pump will be included. Trustee Doty questioned the structure integrity and design review for the area. The request for cost estimates included appropriate insulation, snow load factored in for our particular area, and recommend concrete suitable for heavy fire apparatus. Chief Gieser's conversation with the state building inspector indicated the building is considered a Class S, which is storage. The main purpose of the building is to expand coverage and storage for apparatus. Lake County plans to create a rural special improvement district for water in the area. Chief Gieser recommends the plans reviewed with construction start spring, 2019. Consensus of the board to review the building project during the winter and prepare for bidding and construction in the spring, 2019.

**UPDATE WILD HORSE RV RESORT SUBDIVISION** {35:19} – Chief Gieser has no further update since the last report. The advertisement sign for profit at the Big Arm Station No. 2 was removed. The sign advertised overnight camp sites available.

**REPORT ON WILDLAND FIRE INCOME** {35:44} – Trustee Clapp introduced the agenda item and provided a recap of the 2018 wildland income.

Total income Garden Creek & Rattlesnake \$32,745.73

The Garden Creek Fire reimbursement was submitted. The Rattlesnake Fire is just getting wrapped up. The reimbursements are expected in November. The response apparatus was left at the site. Personal vehicles were used to commute. Chair Nelson suggested a fuel reimburse for the use of personal vehicles. Chair Nelson motion work with chief to complete a fuel reimbursement for personal vehicle use at the Garden Creek Fire and Rattlesnake Fire. Trustee Doty second. Motion passed by voice vote. Trustee Clapp abstained.

## New Business:

ASSISTANCE TO FIREFIGHTERS GRANT {40:00} - Chief Gieser introduced the agenda item. The trustees approved a grant match allocation in the FY 2018-2019 budget to update SCBA equipment. Chief Gieser assumed the rural would be the sole participant in the grant request. Recently Chief Cottle suggested a joint rural/city grant application. Rural Fire Chief Gieser and City Fire Chief Cottle participated in a telephone conference call with Grantmasters. Chief Gieser recommended Grantmasters facilitate the grant application. The FY 2017-2018 budget did not include matching grant funds, therefore the \$800 expenditure was appropriated in the SCBA maintenance and repair line item. The application was not funded. The grant writing portion for the rural is \$2,600. The rural share will be reduced to \$1,700 to submit a joint city/rural application. Chief Cottle agrees with the grant application and process. Michael Penzotti, Grant Writer and Owner of Grantmasters is a 30 year volunteer firefighter – EMTB, has held both executive and line offices in fire service, 19 years of technical writing experience in engineering and funding fields. John Penzotti, Police Officer – 23 years experience in fire service including Chief of Department, 18 years of experience in law enforcement and community education. David Seguin, Grant Reviewer - Career Firefighter, 16 years experience in fire service starting as volunteer and now as career firefighter, AAS in Fire Science, SUNY. David has also held positions of Firefighter, Training Officer, Captain and Assistant Chief in volunteer departments in New York and Maryland. Jonathan Waggoner, Grant Reviewer – IT Specialist, 11 years experience in fire service including position of Assistant Chief, BS Computer Engineering. The firm is heavily vested in fire service, furthermore Grantmasters assisted Missoula Rural in the past. Michael pointed out several items in the last application which resulted in an early elimination. The previous grant application was built around purchase of MSA SCBAs. If the complete units were to be replaced, the 2014 bottles on hand should have been declared

obsolete. Other comments were reviewed as suspect to eliminate award of the grant. Chief Gieser requested approval to move forward with rural/city grant application. The joint application will reduce the rural cost from \$2,600 to \$1,700. Additionally Chief Gieser contacted Scott Air Pac representatives. Scott representatives suggested to change all the valves, provide new quick bottle change air pac for the cylinders with a future expiration date, and new clip on face pieces - price quote \$107,000. Chief Gieser estimates \$112,000 to \$115,000 for the rural upgrade. The 2017 grant application was \$250,000. The new joint grant contract is not available. Trustee Wunderlich motion to authorize Chief Gieser to sign the grant application. Trustee Doty second. Motion passed unanimously by voice vote.

Public input on non-agenda items: {50:26} – None.

ADJOURN: {50:31} – Trustee Clapp motion to adjourn. Trustee Doty second. Motion passed unanimously by voice vote.

Chair Nelson will be out of town September 19-30. Chair Nelson and Chief Gieser plan to attend the trustees meeting in Anaconda October 5-7.

ADJOURN: 7:01 p.m.

Next regular scheduled meeting October 10, 2018 6:00 p.m. at Big Arm Fire Station No. 2

Fred J. Nelson, Chair

Parais M. Maniska Dagardan

#### **Lake County Land Use Lease**

LEASE NO- 08-02 (2 acres)

Pursuant to 7-8-2231 MCA, Lake County, a political subdivision, of 106 Fourth Ave. East, Polson, Montana 59860, hereby enters into a LAND USE LEASE with the Polson Rural Fire District, 25b Regatta Rd., Polson, Montana, 59860. Witnesseth, the parties have agreed as follows:

#### 1. LESSEE

POLSON RURAL FIRE DISTRICT BOARD OF TRUSTEES, 25b Regatta Rd., Polson, Montana 59860.

#### 2. DESCRIPTION OF LAND

A parcel of land approximately 200 ft. by 400 ft. in the very Southeast (approximately 2 acres) of County property known as the former Knife River Pit, containing bare land. This legal is shown on Exhibit A attached hereto.

#### 3. DURATION OF LEASE

This Lease shall take effect upon execution and remain in full force and effect up to and including **June 30**th, **2028** unless cancelled or amended as otherwise herein provided. This lease will automatically be extended for an additional ten years.

#### 4. RENTAL

Upon acceptance of this Lease, and for the term of this Lease, the lessee agrees to pay the Lessor an annual rental of no dollars, consideration hereof being care, maintenance and repair of the premises and provision of services to the public.

At the end of the first ten-year period the rental shall be reviewed and may be adjusted at the discretion of the County Commissioners and any adjustment of the rental rate necessary to secure a fair return to the County may be made at that time.

#### 5. LEASE ACTIVITY

The purpose of this Land Use Lease is for access and use of the <u>land and building to be</u> <u>constructed by the Lessee</u> and their guests as herein described under the conditions in this agreement for a fire station for the Polson Rural Fire District.

## 6. **RESERVATIONS**

The Lessor reserves all rights and interests to the land under this lease other than those specifically granted by this lease.

#### 7. LAWS AND RULES

The Lessee agrees to comply with all applicable laws and regulations in effect at the date of this Lease or which may, from time to time, be adopted, and which do not impair the obligations of this contract and which do not deprive the Lessee of an existing property right recognized by law.

#### 8. BUILDING EFFECT

All Covenants and agreements herein set forth between the parties hereto shall extend to and bind their successors, assigns and legal representatives.

#### 9. FIRE PREVENTION AND SUPPRESSION

The Lessee assumes all responsibility for performing, at their own cost and expense, all fire prevention and suppression work necessary or required to protect the forage, trees, buildings, and structures on the land to the same extent recommended by "Accepted Standards" as per the Lake County Park Board.

#### 10. ACCESS

The Lessor or their designated representatives shall at all reasonable times have the right to enter into and upon the premises and all parts thereof for the purpose of managing the land and/or inspecting and examining uses thereof.

#### 11. IMPROVEMENTS

Lesser will be required to construct a fence on the perimeter of the 200 ft. x 400 ft. parcel.

Lessee shall maintain the entire one (2) acre+ in an attractive manner by mowing the lawn,
keeping the weeds managed, building in good order, etc, and gravel or parking free of rubbish.

Lessee is responsible for water/sewer hookup and any power needs related to of the building.

With the proper agreement Lessee also has the right to use the balance of the fairgrounds
property of the County for training purposes to include the boat ramp/river access and the P.F.I.
pump.

### 12. BUILDING

It is contemplated by the parties hereto that a fire department station will be constructed on their premises. This is for the purpose of providing better fire and EMS source to areas to acres south and east of Polson, thereby improving the fire service rating for this areas.

### 13. LIABILITY/INSURANCE

The Lessee agrees to assume responsibility for fires or damages that may result from use of the authority given here and shall hold, defend and save the lessor harmless from all claims and

lawsuits that may result from any and all damages, injury or death to persons and/or property that occur upon or about said land caused by or arising out of the Lessee's use of the subject area hereunder. Lessee Shall indemnify Lessor and save, protect, defend, and hold Lessor harmless from any and all liability, loss, damage, expense (including legal expenses and reasonable attorney fees), causes of action, suits, claims or judgements arising from or based upon Lessor's ownership of the property which is the subject of this lease. This includes any cause or causes whatsoever arising while in or upon said premises or any part thereof during the terms of this agreement or occasioned by lessee's occupancy and all suits which may be brought against the Lessor, either alone or in the conjunction of others, upon any such liability or claims. Lessee shall satisfy, pay and discharge any and all judgements and liens that may be recovered against Lessor in any such actions provided, however, that Lessor shall have given Lessee written notice of any such claim or demand promptly after receiving notice hereof.

Lessee shall show proof and maintain a minimum \$1,000,000 liability insurance specific to the

Lessee shall show proof and maintain a minimum \$1,000,000 liability insurance specific to the Leased land upon signature and annually thereafter, as well as insurance on the structure or lessee's contents.

#### 14. BANK LOAN

If the Lessee procures a loan or grant or contribution thereof to finance improvements on the leases premises, Lessor hereby consents to the same and will support lessees applications for the same. Lessor will not assure liability for any such loans or grants but will consent to recordation of the same against the leased premises if necessary. Upon the end of this agreement for whatever reason, ownership of the improvements and building upon the premises will revert or pass to take County.

#### 15. LIMITATION OF AUTHORITY

Other than for the purposes specifically described in this agreement, the Lessee agrees that it does not, and shall not claim at any time any interests or estate of any kind or extent whatsoever in the premises by virtue of this Lease or their occupancy or use hereunder.

#### **16. TERMINATION**

The Lessor reserves the right to terminate the lease at any time by giving the lessee no less than one year written notice of such termination, except that the Lessor may terminate the Lease forthwith at any time, if in the sole discretion of Lessor Lessee fails to comply with, or abide by, each and all of the provisions hereof. The Lessee agrees to peaceably yield possession of these

premise upon termination as herein provided. Termination may only be for violation for the lease provisions, or circumstances not foreseen by the parties hereto.

#### 17. RECLAIMATION OF THE LAND

The Lessee will take all reasonable precautions to prevent or minimize damage to natural (i.e. vegetation, soil, water, wildlife) and cultural resources as well as manmade improvements within the lands specified in this agreement.

#### 18. NOXIOUS WEEDS

The Lessee shall be responsible for controlling any noxious weeds. The Lessee's methods of control should be directed by the Lake County Weed Control Supervisor. The Lessee shall comply with the Montana Noxious Weed Management Act, Section 7-22-2101. If the Lessee disturbs vegetation for any reason, Lessee shall be required to Re-vegetate the disturbed area. The Lessee shall submit to the local weed board a written plan specifying the methods to be used to accomplish re-vegetation. The plan must describe the time and method of seeding, fertilization, recommended plant species, use of weed-free seed, and the weed management procedures to be used. This plan is subject to approval by the local weed board, and therefore must be signed by the chairman of the board. Failure to abide by these provisions may result in cancellation of this lease.

#### 19. SPECIAL STIPULATIONS

Lessee will not allow parking or storage of vehicles or other items on the premises except equipment belonging to lessee or vehicles of persons on duty. This will prevent congestion and overcrowding at the premises. Reclamation is occurring at the site involving removing stock piles soil or other soil, which will occur as soon as practicable pursuant to a pit reclamation agreement with Montana DEQ.

#### 20. UTILITIES

Lessee shall be responsible for payment and provision of utilities to their portion of the leased premises. The parties acknowledge that Lake County EMS satisfies the utilities used in the portion of the premises utilized by EMS.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS LAKE COUNTY LAND USE LEASE THIS 20 DAY OF Scot 20

LESSOR	LESSEE

**LAKE COUNTY COMMISSIONERS** 

Chairman Gale Decker

Chairman, Gale Decker

Member, Dave Stipe

Member, William D. Barron

Chairman, Fred J. Nelson

**Polson Rural Fire Board** 

#### **Lake County Land Use Lease**

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#### 1. LESSEE

POLSON RURAL FIRE DISTRICT BOARD OF TRUSTEES, 25b Regatta Rd., Polson, Montana 59860.

#### 2. DESCRIPTION OF LAND

A parcel of land approximately 200 ft. by 200 ft. in the very Northeast (approximately 1 acre) of County property known Polson Fairgrounds, containing building and parking area.

#### 3. DURATION OF LEASE

This Lease shall take effect upon execution and remain in full force and effect up to and including **June 30**th, **2028** unless cancelled or amended as otherwise herein provided. This lease will automatically be extended for an additional ten years.

#### 4. RENTAL

Upon acceptance of this Lease, and for the term of this Lease, the lessee agrees to pay the Lessor an annual rental of no dollars, consideration hereof being care, maintenance and repair of the premises and provision of services to the public.

At the end of the first ten-year period the rental shall be reviewed and may be adjusted at the discretion of the County Commissioners and any adjustment of the rental rate necessary to secure a fair return to the County may be made at that time.

#### 5. LEASE ACTIVITY

The purpose of this Land Use Lease is for access and use of the <u>land and building by the Lessee</u> and their guests as herein described under the conditions in this agreement for a fire station for the Polson Rural Fire District. This premises also houses the Lake County office of Emergency Management, and a conference room used for training and a premises used for evidence storage by the Lake County Sheriff's Office.

#### 6. RESERVATIONS

The Lessor reserves all rights and interests to the land under this lease other than those specifically granted by this lease.

### 7. LAWS AND RULES

The Lessee agrees to comply with all applicable laws and regulations in effect at the date of this Lease or which may, from time to time, be adopted, and which do not impair the obligations of this contract and which do not deprive the Lessee of an existing property right recognized by law.

#### 8. BUILDING EFFECT

All Covenants and agreements herein set forth between the parties hereto shall extend to and bind their successors, assigns and legal representatives.

# 9. FIRE PREVENTION AND SUPPRESSION

The Lessee assumes all responsibility for performing, at their own cost and expense, all fire prevention and suppression work necessary or required to protect the forage, trees, buildings, and structures on the land to the same extent recommended by "Accepted Standards" as per the Lake County Park Board.

#### 10. ACCESS

The Lessor or their designated representatives shall at all reasonable times have the right to enter into and upon the premises and all parts thereof for the purpose of managing the land and/or inspecting and examining uses thereof.

#### 11. IMPROVEMENTS

Lessee has constructed a fence on part of the perimeter of the 200 ft. x 200 ft. parcel. Lessee shall maintain the entire one (1) acre+ in an attractive manner by mowing the lawn, keeping the weeds managed, building in good order, etc.

Lessee is responsible for water/sewer hookup and any power needs related to of the building. With the proper agreement and notice in place Lessee also has the right to use the balance of the fairgrounds property of the County for training purposes to include the boat ramp/river access and the P.F.I. pump.

#### 12. LIABILITY/INSURANCE

The Lessee agrees to assume responsibility for fires or damages that may result from use of the authority given here and shall hold, defend and save the lessor harmless from all claims and lawsuits that may result from any and all damages, injury or death to persons and/or property that occur upon or about said land caused by or arising out of the Lessee's use of the subject area hereunder. Lessee Shall indemnify Lessor and save, protect, defend, and hold Lessor harmless from any and all liability, loss, damage, expense (including legal expenses and reasonable attorney fees), causes of action, suits, claims or judgements arising from or based upon Lessor's

ownership of the property which is the subject of this lease. This includes any cause or causes whatsoever arising while in or upon said premises or any part thereof during the terms of this agreement or occasioned by lessee's occupancy and all suits which may be brought against the Lessor, either alone or in the conjunction of others, upon any such liability or claims. Lessee shall satisfy, pay and discharge any and all judgements and liens that may be recovered against Lessor in any such actions provided, however, that Lessor shall have given Lessee written notice of any such claim or demand promptly after receiving notice hereof.

Lessee shall show proof and maintain a minimum \$1,000,000 liability insurance specific to the Leased land upon signature and annually thereafter, as well as insurance on the structure or lessee's contents.

#### 13. LIMITATION OF AUTHORITY

Other than for the purposes specifically described in this agreement, the Lessee agrees that it does not, and shall not claim at any time any interests or estate of any kind or extent whatsoever in the premises by virtue of this Lease or their occupancy or use hereunder. Upon the end of this agreement regardless of reason, ownership of the improvements and building upon the premises will revert or pass to Lake County.

#### 14. TERMINATION

The Lessor reserves the right to terminate the lease at any time by giving the lessee no less than one year written notice of such termination, except that the Lessor may terminate the Lease forthwith at any time, if in the sole discretion of Lessor Lessee fails to comply with, or abide by, each and all of the provisions hereof. The Lessee agrees to peaceably yield possession of these premise upon termination as herein provided. Termination may only be for violation for the lease provisions.

### 15. RECLAIMATION OF THE LAND

The Lessee will take all reasonable precautions to prevent or minimize damage to natural (i.e. vegetation, soil, water, wildlife) and cultural resources as well as manmade improvements within the lands specified in this agreement.

#### 16. NOXIOUS WEEDS

The Lessee shall be responsible for controlling any noxious weeds. The Lessee's methods of control should be directed by the Lake County Weed Control Supervisor. The Lessee shall comply with the <u>Montana Noxious Weed Management Act, Section 7-22-2101</u>. If the Lessee disturbs

vegetation for any reason, Lessee shall be required to Re-vegetate the disturbed area. The Lessee shall submit to the local weed board a written plan specifying the methods to be used to accomplish re-vegetation. The plan must describe the time and method of seeding, fertilization, recommended plant species, use of weed-free seed, and the weed management procedures to be used. This plan is subject to approval by the local weed board, and therefore must be signed by the chairman of the board. Failure to abide by these provisions may result in cancellation of this lease.

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#### 18. UTILITIES

Lessee shall be responsible for payment and provision of utilities to their portion of the leased premises. The parties acknowledge that Lake County EMS satisfies the utilities used in the portion of the premises utilized by EMS.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS LAKE COUNTY LAND USE LEASE THIS 20 DAY OF Sept 2018

**LESSOR** 

LESSEE

LAKE COUNTY COMMISSIONERS

Chairman Galo Dockor

Member, Dave Stipe

Member, William D. Barron

Chairman, Fred J. Nelson

**Poison Rural Fire Board** 

#### AGENDA

Polson Rural Fire District Trustees Monthly Meeting WEDNESDAY SEPTEMBER 12, 2018 6:00 P.M. Station No. 1 Fairgrounds Station 25-B Regatta Rd. Polson, MT 59860 Station 1 Phone 406 883 4244 Website lakemt.gov/prfd

Trustee Meeting Includes:

Public comment by raising your hand

**REVIEW MINUTES** 

AUGUST 8, 2018 MONTHLY MEETING – BONNIE AUGUST 21, 2018 PUBLIC HEARING FY 2018-2019 PROPOSED BUDGET & SPECIAL MEETING – BONNIE

COMMUNICATIONS - BONNIE REVIEW & APPROVE CLAIMS - CHIEF GIESER & BONNIE TREASURER'S REPORT - BONNIE CHIEF'S REPORT - CHIEF GIESER MEMBERSHIP REPORT - CHAIR MICHAEL HINGISS

OLD BUSINESS INCLUDING:

Public comment by raising your hand

UPDATE STATION 4 LAND LEASE AND GROUND WORK -

CHAIR NELSON

UPDATE STATION 4 BUILDING PLAN -

CHIEF GIESER

UPDATE WILD HORSE RV RESORT -

CHIEF GIESER

REPORT ON WILDLAND FIRE INCOME -

TRUSTEE CLAPP

**NEW BUSINESS INCLUDING:** 

Public comment by raising your hand

AFG CONTRACT

CHIEF GIESER

PUBLIC INPUT ON NON AGENDA ITEMS

### **ADJOURN**

\*\* ALL RESIDENTS OF THE POLSON RURAL FIRE DISTRICI ARE ENCOURAGED TO ATTEND AND PROVIDE HELPFUL COMMENTS. OTHER ITEMS NEED TO BE SUBMITTED TO THE BOARD TEN DAYS IN ADVANCE OF THE MEETING.

	on Rural Fire District	OCCO Decad Meeting		
_	st, 2018 Claims Approved Sept. 12		Outro	A
	Description	Memo	Category	Amount
	AutoZone	Cust ID#253315 Diesel exhaust fluid	210 Gas, Diesel,Oil	-12.99
6945	City Of Polson	Utility Billing Acct 7304 FairgroundsStnFillSpout	316 Water Fill Spout - Fairgrounds Stn.	-61.34
6946	Complete Wireless Technologies	Acct #1261 Inv#94407 Minitor VI switch kit,align + pstg	206 Radios & Pagers, Repair	-99.50
6947	Davis & Brown CPAs PC	Inv#2813 8/01/18 1st qtr payroli reports	345 Payroll Accounting Fire Chief Salary	-25.20
		Inv#2813 8/15/18 run pyrl w/reports	345 Payroll Accounting Fire Chief Salary	-18.90
		nv#2813 8-16/18 work comp create spreadsheet	345 Payroll Accounting Fire Chief Salary	-13.65
		Nv#2813 8-21/18 an'l work comp rpt & transmit	345 Payroll Accounting Fire Chief Salary	-31.50
		Inv#2813 8/29/18 run pyrl w/reports	345 Payroll Accounting Fire Chief Salary	-27.30
6948	First Bank Card	Acct#4988 6591 3266KnoxBox/forPolsonShootersAssoc	201 Operating Supplies	-114.00
6949	General Fire Apparatus	Inv#3338 WT-319 Elkhart intake valve rpr kit & ball+shipg	211 Vehicle Repair & Maint Supplies	-159.12
		Inv#3105 WT310Freightliner 2-DarleyPumpCasingGasket+shipg.	956 Truck#310 2008 Freightliner	-57.35
6950	John Deere	Acct#11113-40551 chain saw oil	210 Gas, Diesel,Oil	-17.36
6951	L.N. Curtis & Sons	Customer#4929 Inv#212242 1-pressure regulator+shipg	201 Operating Supplies	-570.61
6952	Lake County IT Department	2-Antivirus Protection Renewal for 2 years	220 Office Supplies	-29.60
6953	Mission Valley Power	Location #2806820000	302 Electricity - Big Arm Station	-77.77
		Location #2876820001;2876820002 {1-security light}	302 Electricity - Big Arm Station	-13.07
		Location #2400744000	315 Electricity - Fairgrounds Station	-146.75
6954	Polson Auto Parts, Inc.	Inv 497536 Station 1 30-oil floor dry	201 Operating Supplies	-209.70
		Inv 495800 U-333 pump spark plug	211 Vehicle Repair & Maint Supplies	-4.42
		Inv 499384 T-308 air filter	211 Vehicle Repair & Maint Supplies	-17.67
6955	Republic Services	Acct #3-0889-0014329 Inv #0889-0014329	319 Disposal Service - Fairgrounds Stn.	-58.37
6956	Steel Smith Tank&Equipment LLC	Inv#16572 Unit#310 install pump labor 25 hrs @97.00	956 Truck#310 2008 Freightliner	-242.50
	• •	Inv#16572 3% of labor for shop supplies&misc.	956 Truck#310 2008 Freightliner	-7.28
6957	Stine Electronics, LLC	Inv#23608 DP4X sn#1821048W/AA&antenna	206 Radios & Pagers, Repair	-1520.00
		Inv#23608 DP4X sn#1821049W/AA&antenna	206 Radios & Pagers, Repair	-1520.00
		Inv#23608 KNG P150 sn#1005010118270005	206 Radios & Pagers, Repair	-1950.00
	•	Inv#23608 accessories, batteries, postage	206 Radios & Pagers, Repair	-680.00
6958	UPS Store	Inv 15967 Notary	202 Miscellaneous Supplies	-10.00
0000	5. 5 5.6.6	Inv 15968 copies	202 Miscellaneous Supplies	-0.90
		Inv 15808 shipping	202 Miscellaneous Supplies	-10.92
6959	Valley Journal	Inv#30530 Legal final budget public hearing 2 times	330 Newspaper legal notice, advertising	-16.10
6960	Western Building Center	AcctCodePOLRUR Inv12395809 spirits mineral	202 Miscellaneous Supplies	-8.49
6961	WEX Bank	Truck #314	210 Gas, Diesel,Oil	-24.84
0901	VVLA Dalik	Truck #301	210 Gas, Diesel,Oil	-244.49
		Truck #318		-86.82
		Truck #328	210 Gas, Diesel,Oil 210 Gas, Diesel,Oil	-34.59
			· ·	-60.91
		Truck #326	210 Gas, Diesel Oil	
		Truck #319	210 Gas, Diesel,Oil	-94.10
		Truck #324	210 Gas, Diesel,Oil	-55.95
		Truck #300	210 Gas, Diesel,Oil	-281.32
		Truck #316	210 Gas, Diesel,Oil	-69.94
		Truck #333	210 Gas, Diesel,Oil	-134.79
		Truck #308	210 Gas, Diesel,Oil	<b>-45.60</b>
	D10/	Truck #313	210 Gas, Diesel,Oil	-45.00
6962	PayneWest Insurance	Acct#POLSRUR-01 Pol#VFP42273010E01 Renewal	507 Accident & Liability Insurance	-2877.00
6963	Axmen	TK#363200 3"NPTMx2.5"NHM;2.5NTPFx2.5;nipple	956 Truck#310 2008 Freightliner	-87.27
		Tk#363200 New IRPG incident response	332 Training	-38.70
		Tk#363200 36" halligan tool; axe pickhead	201 Operating Supplies	-267.20
		Tk#363515 airpower XR 1	204 Turnouts Structure & Wildland	-298.18
6964	BCN2EMB	Inv 10132 Alterations Captain, Lieutenant	204 Turnouts Structure & Wildland	-20.00
6965	Century Link	Acct#411978591 883-4244 Fairgrounds Stn #1	317 Phone {Landline} - Fairgrounds Stn.	-62.96
			TOTAL	-12562.02